

Bill To:
State of Idaho

Send invoices to the address listed
below or as indicated in the
comments or instructions field
Boise, ID 83720-0075



State of Idaho

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Participating Addendum

Participating Addendum
PADD1042

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Address 2
Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Wed Sep 24, 2008
F.O.B: Destination
Terms:

VENDOR: U.S. ARMOR CORPORATION
16433 Valley View Avenue
Cerritos, CA 90703
Attn: President
Vendor Nbr:
Emailed To: Stevea@usarmor.com
Phone: 562-207-4240
Fax: 562-207-4238
Account Number: P00000078999

Start of Service Date Tue Sep 23, 2008
End of Service Date: Sun May 31, 2009

Solicitation#: [RFQ06919](#)
DOC#: PREQ15071

- File(s) Attached:
- ☐ Distributors.xls
 - ☐ ExhibitA.pdf
 - ☐ Price_Agreement.pdf
 - ☐ Price_Agreement_Sheet.htm
 - ☐ Terms_Conditions.doc
 - ☐ USBodyArmor_Specs_Requirements.pdf

Buyer: [MARK LITTLE](#) 208-332-1611

[Assign/Manage pCard](#)

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|----------------------|--|-----------------|---------------|------------|
| 000 | BLANKET PURCHASE AGREEMENT (line item particulars follow) | 1 lot | | 1000000.00 |
| | Total: | | | 1000000.00 |
| Blanket Comments: | <p>.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD</p> <p>Contract for Body Armor, pursuant to Western State Contracting Alliance (WSCA) and the State of Colorado Agreement Number 68008YYY10P/WSCA for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis.</p> <p>Contract Title:..... Body Armor Contract Usage Type:.....Optional Use Public Agency Clause:Yes Contract Administration:.... Mark Little ---Phone Number:.....208-332-1611 ---E-Mail:.....mark.little@adm.idaho.gov</p> <p>Contractor's Primary Contact ---Attn:.....Steve Armellino ---Address:.....16433 Valley View Avenue ---City, State, Zip:.....Cerritos CA 90703 Phone Number:.....562-207-4240 Facsimile:..... 562-207-4238 E-Mail:.....stevea@usarmor.com</p> <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p> | | | |

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|--------------------------------------|---|-----------------|------------|------------|
| 001 | Body Armor, per the Colorado Price Agreement number 68008YYY03P/WSCA. See the attached pricing agreement. (680-08) (nt) | 1 LOT | 1000000.00 | 1000000.00 |
| General Comments: | QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document. | | | |
| | Payment Address: | | | |
| | Same as above | | | |
| | See the attached Excel Spreadsheet titled Distributors for ordering information. | | | |
| | THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL. | | | |
| | In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order: | | | |
| | 1. This Statewide Blanket Purchase Order document. | | | |
| | 2. The state of Idaho's original solicitation document. | | | |
| | 3. The Contractor's signed bid, quotation, or offer. | | | |
| | INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY. | | | |
| Instructions: | | | | |
| Freight / Handling Included in Price | | | | |
| | | By: MARK LITTLE | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Distributors for Body Armor, State-by-State
U.S. Armor Corporation
Manufacturer Information**

U. S. Armor Corporation

16433 Valley View Avenue

Cerritos, CA 90703

COMPANY WEBSITE: www.usarmor.com

DIRECT MANUFACTURER CONTACT: Steve Armellino

PHONE: (local) 562-207-4240

E-MAIL: stevea@usarmor.com

MANUFACTURER FEIN: 954068319

CONTACT THE DISTRIBUTORS BELOW FOR MEASURING/FITTING AND TO PLACE ORDERS.

ARIZONA

E & E Outfitters

448 Butte Avenue

Florence, AZ 85232

CONTACT PERSON: Mark Exline

E-MAIL: eeoutfitters@yahoo.com

PHONE: (local) 520-868-4670 / (toll-free) 877-688-3481

DISTRIBUTOR WEBSITE: N/A

DISTRIBUTOR FEIN: 352190723

East Valley Uniforms

1030 E. Baseline Road, Ste. 124

Tempe, AZ 85283

CONTACT PERSON: Barbara Newton

E-MAIL: vvuniforms@aol.com

PHONE: (local) 480-831-5199

DISTRIBUTOR WEBSITE: vvuniforms.com

DISTRIBUTOR FEIN: 860784341

Estrella Uniforms

1076 S. Litchfield Road

Goodyear, AZ 85338

CONTACT PERSON: Sandy Carlow

E-MAIL: estrellauniforms@msn.com

PHONE: (local) 623-932-4514

DISTRIBUTOR WEBSITE: www.estrellauniforms.net

DISTRIBUTOR FEIN: 201837903

Flagstaff Uniform Shop, Inc

102 W. Hunt Avenue

Flagstaff, AZ 86001

CONTACT PERSON: Jim Currier / Peggy Crosby

E-MAIL: flag-sales@hughes.net

PHONE: (local) 928-774-0711 / (toll-free) 888-774-0711

DISTRIBUTOR WEBSITE: www.flaguniform.com

DISTRIBUTOR FEIN: 860807234

West Valley Uniforms

8815 W. Peoria Avenue, Ste. 5

Peoria, AZ 85345

CONTACT PERSON: Barbara Newton

E-MAIL: wwuniforms@aol.com

PHONE: (local) 623-412-2677

DISTRIBUTOR WEBSITE: wwuniforms.com

DISTRIBUTOR FEIN: 860784341

| |
|-----------------|
| COLORADO |
|-----------------|

Genesis Direct (dba Public Safety Warehouse)

14300 E.35th Place, Suite 103

Aurora, CO 80011

CONTACT PERSONS: Jack Shinnick, Jerry Eye, & Joyce Jackson

E-MAIL: jshinnick@gendirect.com

PHONE: (local) 303-576-8056 / (toll-free) 888-258-7656

DISTRIBUTOR WEBSITE: www.publicsafetywarehouse.com

DISTRIBUTOR FEIN: 841525738

Genesis Direct (dba Public Safety Warehouse)

525 E. Fountain Blvd., Ste. 130

Colorado Springs, CO 80903

CONTACT PERSONS: Larnie Shinnick or Robert Young

E-MAIL: lshinnick@gendirect.com

PHONE: (local) 719-636-5134

DISTRIBUTOR WEBSITE: www.publicsafetywarehouse.com

DISTRIBUTOR FEIN: 841525738

Neve's Uniforms, Inc.

5120 Osage Street, Unit 200

Denver, CO 80221

CONTACT PERSON: Patrick Neve

E-MAIL: pneve@nevesuniforms.com

PHONE: (local) 303-455-7000 / (toll-free) 800-530-2015

DISTRIBUTOR WEBSITE: www.nevesuniforms.com

DISTRIBUTOR FEIN: 840816655

| |
|---------------|
| HAWAII |
|---------------|

Safety Systems of Hawaii

815 C Waiakamilo Road

Honolulu, HI 96817

CONTACT PERSON: Cliff Higa

E-MAIL: safetysystems@hawaii.rr.com

PHONE: (local) 808-847-4017

DISTRIBUTOR WEBSITE: N/A

DISTRIBUTOR FEIN: 260267907

| |
|-------------------|
| NEW MEXICO |
|-------------------|

Neve's Uniforms, Inc.

2520 San Mateo Blvd. NE

Albuquerque, NM 87110

CONTACT PERSON: Mike Driggers

E-MAIL: driggers@nevesuniforms.com
PHONE: (local) 505-266-0507 / (toll-free) 877-220-1200
DISTRIBUTOR WEBSITE: www.nevesuniforms.com
DISTRIBUTOR FEIN: 840816655

Neve's Uniforms, Inc.

2538 Camino Entrada, Ste. 200
Santa Fe, NM 87507
CONTACT PERSON: Mike Driggers
E-MAIL: driggers@nevesuniforms.com
PHONE: (local) 505-474-3828 / (toll-free) 877-220-1200
DISTRIBUTOR WEBSITE: www.nevesuniforms.com
DISTRIBUTOR FEIN: 840816655

Tina's Range Gear

509 Airport Road
Santa Fe, NM 87507
CONTACT PERSON: Tina Buchen
E-MAIL: tbuchen@qwest.net
PHONE: (local) 505-471-4411
DISTRIBUTOR WEBSITE: tinasrangegear.org
DISTRIBUTOR FEIN: N/A

| |
|---------------|
| OREGON |
|---------------|

Blumenthal Uniform Co., Inc.

9047 SW Barbur Blvd.
Portland, OR 97219
CONTACT PERSON: Doug Keiper
E-MAIL: ptlstore@blumenthaluniforms.com
PHONE: (local) 503-452-5055 / (toll-free) 888-267-9398
DISTRIBUTOR WEBSITE: www.blumenthaluniforms.com
DISTRIBUTOR FEIN: 910698043

| |
|---------------------|
| SOUTH DAKOTA |
|---------------------|

Neve's Uniforms, Inc.

105 New York Street
Rapid City, SD 57702
CONTACT PERSON: Roger Andersen
E-MAIL: andersen@nevesuniforms.com
PHONE: (local) 605-399-1000
DISTRIBUTOR WEBSITE: www.nevesuniforms.com
DISTRIBUTOR FEIN: 840816655

| |
|-------------|
| UTAH |
|-------------|

Farm Police Supply

5189 South 300 West
Murray, UT 84107
CONTACT PERSON: Ryan Nell
E-MAIL: farmpst@hotmail.com
PHONE: (local) 801-313-0802
DISTRIBUTOR WEBSITE: www.farmpolicesupply.com
DISTRIBUTOR FEIN: 752972744

Uniforms West Supply

237 West 8600 South
Midvale, UT 84047
CONTACT PERSON: Scott Woody
E-MAIL: sales@uwiemb.com
PHONE: (local) 801-561-7022 / (toll-free) 800-323-6722
DISTRIBUTOR WEBSITE: www.uniformswest.com
DISTRIBUTOR FEIN: 870519173

| |
|-------------------|
| WASHINGTON |
|-------------------|

Blumenthal Uniform Co., Inc.
8610 Aurora Avenue North
Seattle, WA 98103
CONTACT PERSON: Karrie Blumenthal
E-MAIL: seastore@blumenthaluniforms.com
PHONE: (local) 206-527-5277 / (toll-free) 800-537-5277
DISTRIBUTOR WEBSITE: www.blumenthaluniforms.com
DISTRIBUTOR FEIN: 910698043

U.S. Armor Corp.

NOTES: 1. "Contract Price" shows price for a quantity of 1-100. Additional quantity discounts will be given as follows: a) For quantities 101-300, a 1.0% discount may be taken against the Contract Price; b) For quantities of 301-500, a 2.0% discount may be taken against the Contract Price; c) For quantities 501+, the Vendor should be contacted for a price quote.

| Threat Level | Product Description | Model # as Certified by NIJ | List Price [not provided in bid] | Contract Price ¹ |
|-------------------|---|-----------------------------|----------------------------------|-----------------------------|
| Ballistic | | | | |
| Level II | | | | |
| | Enforcer Classic, USA2-01, Concealable | USA2-01 | | \$549.00 |
| | Terminal Velocity, TV2-02, Concealable | TV2-02 | | \$699.00 |
| | Terminal Velocity, TV2F-02, Concealable (female) | TV2F-02 | | \$699.00 |
| | Terminal Velocity, TV2-CC, Concealable | TV2-CC | | \$699.00 |
| | Enforcer XLT, XLT2-01, Concealable | XLT2-01 | | \$799.00 |
| | Enforcer XLT, XLT2-TB3, Concealable | XLT2-TB3 | | \$871.00 |
| Ballistic | | | | |
| Level IIIA | | | | |
| | Enforcer Classic, USA3A-12, Concealable | USA3A-12 | | \$599.00 |
| | Terminal Velocity, TV3A-15, Concealable | TV3A-15 | | \$745.00 |
| | Terminal Velocity, TV3AF-15, Concealable (female) | TV3AF-15 | | \$745.00 |
| | Terminal Velocity, TV3A-CC, Concealable | TV3A-CC | | \$745.00 |
| | Enforcer XLT, XLT3A-01, Concealable | XLT3A-01 | | \$865.00 |
| | Enforcer XLT, XLT3A-01 FEMALE, Concealable (female) | XLT3A-01 FEMALE | | \$865.00 |
| | Enforcer XLT, XLT3A-CC, Concealable | XLT3A-CC | | \$865.00 |
| Stab | | | | |
| Spike 1 | Correctional Vest, CRT1-32, Concealable | CRT1-32 | | \$632.00 |
| Spike 2 | Correctional Vest, CRT2-01, Concealable | CRT2-01 | | \$689.00 |

State of Colorado - Body Armor Price Agreement
U.S. Armor Corp.

EXHIBIT A

NOTES: 1. "Contract Price" shows price for a quantity of 1-100. Additional quantity discounts will be given as follows: a) For quantities 101-300, a 1.0% discount may be taken against the Contract Price; b) For quantities of 301-500, a 2.0% discount may be taken against the Contract Price; c) For quantities 501+, the Vendor should be contacted for a price quote.

| Threat Level | Product Description | Model # as Certified by NIJ | List Price [not provided in bid] | Contract Price ¹ |
|--------------|---|-----------------------------|----------------------------------|-----------------------------|
| Spike 3 | Correctional Vest, CRT2-21, Concealable | CRT2-21 | | \$738.00 |
| | Correctional Vest, CRT3-21, Concealable | CRT3-21 | | \$786.00 |

State of Colorado Department of Personnel & Administration

State of Colorado Price Agreement Number 68008YYY10P/WSCA

STATE OF COLORADO MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT, dated this 6th day of June, 2008, by and between the State of Colorado, for the use and benefit of the Department of Personnel & Administration, located at 633 17th Street, Suite 1520, Denver, Colorado 80202 (the "**State**"), and U.S. Armor Corporation, located at 16433 Valley View Avenue, Cerritos, California 90703 ("**Vendor**" or "**Manufacturer**"), collectively, the "**Parties**".

This Master Price Agreement ("Price Agreement") is issued by the State of Colorado to the Vendor named above for the purchase of new bullet-resistant and stab-resistant body armor on an as-needed basis by State of Colorado agencies, Institutions of Higher Education, and Political Subdivisions and by other Purchasing Entities, as defined below. This Price Agreement is a cooperative procurement conducted on behalf of the Western States Contracting Alliance (WSCA). Colorado is the Lead State, as defined below, for this Price Agreement.

1. Definitions

The following terms as used in this Price Agreement shall be construed and interpreted as follows, unless the context otherwise expressly requires a different construction and interpretation:

- 1.1 "**Distributor**" means a company that has a contractual relationship with the Vendor to market and sell the Vendor's products to Purchasing Entities. To be considered a Distributor under this Master Price Agreement, a company must have been named by the Vendor as a Distributor for a specific state(s) and have executed a Manufacturer/Distributor Assignment for Company form (**Exhibit G**) with the Vendor. The list of the Vendor's Distributors under this Agreement is attached as **Exhibit E**, Distributors by State.
- 1.2 "**Lead State**" means the State that conducted this cooperative Solicitation and that will centrally administer this resulting Price Agreement. Colorado is the Lead State for this Price Agreement.
- 1.3 "**Offer**" or "**Bid**" means the offer submitted by the Vendor in response to State of Colorado Competitive Negotiation for Body Armor, Solicitation Number CN-BODYARMOR-SM-01-08. "**Offeror**" or "**Bidder**" similarly means the Vendor that submitted the Offer or Bid.
- 1.4 "**Participating Addendum**" means a bilateral agreement executed by the Vendor and a Participating State, or a Political Subdivision with the consent of its State Purchasing Official, that clarifies the operation of the Price Agreement for the State concerned (such as ordering procedures specific to that state) and may add other state-specific requirements.
- 1.5 "**Participating State**" means a member of the Western States Contracting Alliance (WSCA) that has indicated its intent to participate in this Price Agreement by executing a Participating Addendum or by using any other method provided by WSCA procedures, or any non-member state authorized by WSCA to be a party to this Price Agreement through execution of a Participating Addendum.
- 1.6 "**Permissive Price Agreement**" means a Price Agreement wherein a Purchasing Entity may make purchases against the Price Agreement without using the formal purchasing procedures that would normally be required for such a purchase by that Entity's statutes or regulations (for example, a

formal solicitation for competitive bids). Additionally, under a Permissive Price Agreement a Purchasing Entity may satisfy its requirements without using the Price Agreement, so long as the Entity follows applicable procurement statutes and regulations.

- 1.7 **"Political Subdivision"** means a county, city, school district, law enforcement authority, special district, or any other kind of municipal, quasi-municipal, or public corporation organized pursuant to law.
- 1.8 **"Price Agreement", "Agreement", "Master Price Agreement", or "Contract"** means this cooperative agreement for purchase of bullet-resistant and stab-resistant body armor on an as-needed basis, which has resulted from award of the Solicitation conducted on behalf of the Western States Contracting Alliance (WSCA). This Agreement is between the Lead State and the awarded Vendor. The Solicitation has resulted in awards to multiple vendors and, therefore, multiple Price Agreements. Depending on context, "Contract" may also refer to purchase orders, other commitment documents, or other types of agreements referred to in this Price Agreement.
- 1.9 **"Principal Representative" or "WSCA Contract Administrator"** means the individual in the State of Colorado State Purchasing Office who has been designated in the "Representatives" section in this Price Agreement, below.
- 1.10 **"Purchasing Entity"** means a Participating State or another legal entity, such as a Political Subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in the Solicitation. Unless otherwise limited in the Solicitation, in this Agreement, or in a Participating Addendum, Political Subdivisions of Participating States are Purchasing Entities authorized to purchase the goods and/or services described in this Agreement.
- 1.11 **"Solicitation"** means State of Colorado Competitive Negotiation for Body Armor, Solicitation Number CN-BODYARMOR-SM-01-08.
- 1.12 **"WSCA"** means the Western States Contracting Alliance, which is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Note that obligations under this Agreement are limited to those Participating States who have signed (and not revoked) an Intent to Participate or who have executed a Participating Addendum where contemplated by the Solicitation.

BASIC MASTER PRICE AGREEMENT TERMS

2. General

- 2.1 This Price Agreement is issued by the State of Colorado to the Vendor named above for the purchase of new bullet-resistant and stab-resistant body armor on an as-needed basis by State of Colorado agencies, Institutions of Higher Education, and Political Subdivisions and by other Purchasing Entities. This Price Agreement is a cooperative procurement conducted on behalf of the Western States Contracting Alliance (WSCA). Colorado is the Lead State for this Price Agreement.
- 2.2 The Vendor shall provide the goods described in **Exhibit A**, Price List, in compliance with the "Body Armor Specifications and Requirements" described in **Exhibit B**.
- 2.3 No specific volume of purchases against this Agreement is guaranteed by the State or by any other Purchasing Entity.
- 2.4 The Vendor is the manufacturer of the goods to be purchased under this Price Agreement.

3. Nature of Agreement; Roles of Participants

- 3.1 This Master Price Agreement is the primary agreement relating to the WSCA cooperative procurement for body armor. The State of Colorado issued and awarded the solicitation, and is the Lead State for the Agreement; therefore, it is the signatory on this Agreement. Although this is the Master Agreement covering purchases between the Parties, some of the terms herein are specific to purchases made by State of Colorado agencies only. Those Colorado-specific terms should be apparent by their context.
- 3.2 Purchasing Entities will indicate their intent to participate in this Price Agreement by executing a Participating Addendum with the Vendor or by using any other method provided by WSCA procedures. The Participating Addendum clarifies the operation of the Price Agreement for the State concerned (such as ordering procedures specific to that Purchasing Entity) and may add other state-specific requirements. A sample Participating Addendum is attached to this Master Price Agreement as **Exhibit F**.
- 3.3 The terms and conditions contained in any Participating Addendum shall apply to the purchases of the Purchasing Entity that executed the Participating Addendum. Such terms and conditions shall take precedence over this Price Agreement as they relate to those purchases. No terms or conditions of any Participating Addendum shall take precedence over the terms and conditions of any other Participating Addendum or over this Price Agreement except as they relate to those purchases.
- 3.4 Purchasing Entities in the Participating States will issue orders with Distributors, using whichever purchase and payment instruments the Entity is authorized to use. The ordering entity will be responsible to conduct its own order expediting and follow-up, and is responsible for payment.
- 3.5 Issues relating to Compliance with Applicable Law and Venue are addressed in the sections below with those titles.

4. Performance Standard

Vendor warrants that (a) goods or services provided under this Price Agreement shall meet the description in **Exhibit A**, Price List, and **Exhibit B**, Body Armor Specifications and Requirements, (b) there are no pending or threatened suits, claims, or actions of any type with respect to the goods or services provided and (c) the goods or services shall be free and clear of any liens, encumbrances, or claims arising by or through Vendor or any party related to Vendor.

5. Term of Price Agreement

The initial term of this Price Agreement shall be effective upon final execution by the Parties (the "Effective Date") and extend through May 31, 2009. The Price Agreement may be extended beyond the initial term for two (2) optional renewal terms of up to one year each, upon mutual agreement of the Parties. Such extensions will be made through execution by the Parties of a written amendment to this Price Agreement.

6. Pricing

Pricing shall remain firm for the first 12 months (Initial Term) of the Price Agreement and no change in the Vendor's Price List (**Exhibit A**) will be accepted during that time. Thereafter, only one increase will be allowed in any 12-month period (during the option years). Any such price increase request shall be made to the State's Principal Representative named herein in writing 30 days prior to the anticipated increase. Increases shall become effective upon approval by the State. Documentation that demonstrates the cause of any increase shall be supplied with the Vendor's request and will verify that the requested price increase is general in scope and not applicable just to this multi-state Price Agreement. Orders placed prior to the effective date of any price adjustment will be honored at the old Price Agreement price.

No volume of purchases against this Agreement is guaranteed by the State.

7. New NIJ Body Armor Standards

- 7.1 The National Institute of Justice (NIJ) is currently developing revised standards for bullet-resistant body armor, to replace the 2005 Interim Requirements for Bullet-Resistant Body Armor. At such time as NIJ publishes a list of armor that complies with the new standards, the State reserves the right to add products, at its option, to this Price Agreement. The addition of such products would be accomplished through price negotiation with the Vendor.
- 7.2 At some point during the term of this Agreement, the State may conclude that the NIJ-published list of compliant armor under the new standards has become extensive enough that issuance of a new solicitation would be advantageous for the State and for WSCA, the State may choose to exercise its termination rights under the Termination for Convenience section below, and issue a new solicitation.

8. Permissive Price Agreement

This is a Permissive Price Agreement, in Colorado, throughout the initial term of the Agreement (through May 31, 2009). The State may continue this as a Permissive Price Agreement or, at its option, change it to a Mandatory Price Agreement for the first and/or second option years of the Agreement. Other Participating States may individually deem this as a Permissive or a Mandatory Price Agreement, at their option.

9. WSCA Terms and Conditions

The Western States Contracting Alliance's (WSCA's) Standard Contract Terms and Conditions are attached to this Price Agreement as **Exhibit C**, and incorporated herein by reference. Those WSCA Terms and Conditions (**Exhibit C**) are subject to the Order of Precedence clause, below.

10. Order of Precedence

The provisions of this Price Agreement shall govern the relationship of the State and Vendor. In the event of conflicts or inconsistencies between this Price Agreement and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- (a) This Price Agreement, pages 1 to 16.
- (b) Exhibit B, Body Armor Specifications and Requirements
- (c) Exhibit C, Western States Contracting Alliance (WSCA) Standard Contract Terms and Conditions
- (d) Exhibit F, Sample Participating Addendum
- (e) Exhibit A, Price List
- (f) Exhibit E, Distributors by State
- (g) Exhibit G, Manufacturer/Distributor Assignment for Company
- (h) Exhibit D, State of Colorado Price Agreement Quarterly Volume Report

The precedence of Participating Addenda or purchase and payment instruments that may be issued or executed in relation to this Master Price Agreement is addressed in the Section above titled "Nature of Agreement; Roles of Participants".

PROCEDURES FOR AND OBLIGATIONS OF CONTRACT PERFORMANCE

11. Billing/Payment Procedure

- 11.1. The State shall establish billing procedures and pay Vendor or its Distributor the Agreement price for Goods delivered, inspected, and accepted pursuant to all the terms and conditions of this Price Agreement. Vendor or its Distributor shall submit invoices for payment on forms and provide requested documentation in a manner prescribed or approved by the State. Payments made by the

State to the Vendor or its Distributor in error for any reason including, but not limited to, overpayments or improper payments may, at the State's sole discretion, be recovered from Vendor or its Distributor by deduction from subsequent payments for purchases made by the State under this Price Agreement or other contracts or grants between the State and the Vendor or its Distributor or by other appropriate methods.

- 11.2 The Vendor or its Distributor shall accept the State's Procurement Card, or any similar payment instrument, as an accepted method of purchase and payment against this Price Agreement.
- 11.3. The State shall make payment in full with respect to each invoice within forty-five (45) days of receipt thereof; provided that the amount invoiced represents Goods and/or Services which have been accepted by the State and the form of the invoice is acceptable to the State. Uncontested amounts not paid by the State within forty-five (45) days shall bear interest on the unpaid balance beginning with the forty-sixth (46th) day at a rate of one percent (1%) per month until paid in full; provided, however, that no interest shall accrue with respect to unpaid amounts for which the State has delivered to Vendor or its Distributor notice of a good faith dispute. Vendor or its Distributor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days' interest to be paid and the applicable interest rate.

12. Inspection and Acceptance

The State reserves the right to inspect Goods provided under this Price Agreement at all reasonable times and places during the term of this Agreement. If any of the Goods does not conform to Price Agreement requirements, the State will require Vendor, directly or through its Distributor, to promptly provide the Goods again in conformity with Agreement requirements, at no additional cost to the State.

This remedy shall in no way limit the remedies available to the State in other provisions of this Price Agreement or remedies otherwise available in equity or at law, including the Uniform Commercial Code ("UCC"), all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures. Furthermore, the reduction, delay or denial of payment under this provision shall not constitute a breach of contract or default by the State.

13. Reporting

- 13.1 Quarterly Reports for Colorado: Using the attached State of Colorado Price Agreement Quarterly Volume Report form (**Exhibit D**), the Vendor shall submit a quarterly report for cumulative sales made under this Price Agreement to Purchasing Entities within Colorado. This volume report shall be submitted to:

Colorado State Purchasing Office
Attn: Christine Oberman
Email: christine.oberman@state.co.us
or
FAX: (303) 866-6016

These Quarterly Reports for Colorado shall be submitted according to the following schedule:

| Quarterly Reporting Schedule | Due Dates |
|-------------------------------------|------------------|
| July through September | October 15 |
| October through December | January 15 |
| January through March | April 15 |
| April through June | July 15 |

- 13.2 Quarterly Reports for WSCA: The Vendor shall submit a quarterly report for cumulative sales made under this Price Agreement to all Purchasing Entities (in all states). There is not a standardized format for this report. It shall be submitted to the WSCA Contract Administrator listed below, and

upon request to any Participating State, showing the quantities and dollar volume of purchases, broken out by each Purchasing Entity. This volume report shall be submitted to:

Colorado State Purchasing Office
Attn: Christine Oberman
Email: christine.oberman@state.co.us

or

FAX: (303) 866-6016

These Quarterly Reports for WSCA shall be submitted according to the following schedule:

| Quarterly Reporting Schedule | Due Dates |
|------------------------------|------------|
| July through September | October 15 |
| October through December | January 15 |
| January through March | April 15 |
| April through June | July 15 |

- 13.3 **Database for WSCA:** The Vendor shall keep and maintain a database, in MS Access or MS Excel, throughout the term of the Price Agreement, covering all purchases made against this Price Agreement by all Purchasing Entities (in all states). The database shall include the following information for each purchase:

- Purchasing Entity Name
- NIJ Compliant Model Number
- Catalog Number Used for Marketing (if different from NIJ Compliant Model Number)
- Style (concealable or tactical)
- Threat Level
- Serial Number
- Size(s)
- Number of Units Purchased
- Manufacture Date
- Date Delivered to Customer

The database shall be updated as products are delivered and a copy given to the State every six (6) months by the following Due Dates: November 30 and May 31. The database will also be delivered on an ad hoc basis upon request by the State. The database shall be given to the State on a CD-RW disc(s).

- 13.4 The Vendor will provide ad hoc reports to any State of Colorado agency requesting information about usage for their agency against the Price Agreement. Such request will be made in a manner as not to be burdensome to the Vendor.
- 13.5 Failure of the Vendor to submit reports as specified may result in suspension of this Price Agreement by the State until reports are completed and received or may result in cancellation of this Price Agreement. In addition, failure of the Vendor to submit reports as specified may impact future eligibility to compete for State or WSCA price agreements.

14. Rights in Data, Documents, and Computer Software

- 14.1 Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Vendor in the performance of its obligations under this Price Agreement (the "Work Product"), shall be the exclusive property of the State and all Work Product shall be delivered to the State by Vendor upon completion, termination, or cancellation of this Price Agreement. The rights of the State with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such Work.

- 14.2 Vendor shall not use, willingly allow, cause or permit such property to be used for any purpose other than the performance of Vendor's obligations under this Price Agreement, without the prior written consent of the State. The rights of the State with respect to such property shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such property.

15. Maintenance, Inspection and Monitoring of Records

- 15.1 Vendor shall maintain a complete file of all records that are necessary to properly account for the payments made to the Vendor for costs authorized by this Price Agreement and the Vendor shall maintain any other documents, communications, and other written materials or electronic media, files or communications, which pertain to the delivery of Goods under this Price Agreement. Such records shall be maintained for a period of four (4) years after the date of termination of this Price Agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending, or until an audit has been completed; provided, that if an audit by or on behalf of the State or Federal government, any other Purchasing Entity, or WSCA, has begun but is not completed or audit findings have not been resolved after a four (4) year period, such materials shall be retained until the resolution of the audit findings.
- 15.2 Vendor shall permit the State or Federal Government, any other Purchasing Entity, WSCA, or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe the Vendor's records during the term of this Price Agreement and for a period of four (4) years following termination of this Price Agreement or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Vendor's performance hereunder. Such access will be during normal business hours or by appointment.

16. Confidentiality of State Records and Information

- 16.1 Vendor and Distributor acknowledge that it may come into contact with confidential information in connection with this Price Agreement or in connection with the performance of its obligations under this Price Agreement, including but not limited to, personal records and information of individuals, in particular names and information of law enforcement personnel who are fitted for and provided body armor. It shall be the responsibility of Vendor and Distributor to keep all State records and information confidential at all times and to comply with all Colorado State and Federal laws and regulations concerning the confidentiality of information to the same extent applicable to the State. Any request or demand for information in the possession of Vendor or Distributor made by a third party who is not an authorized party to this Price Agreement shall be immediately forwarded to the State's Principal Representative for resolution.
- 16.2 Vendor and Distributor shall notify all of its agents, employees, subcontractors and assigns who will come into contact with State information that they are subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of the requirements before they are permitted to access information or data. Vendor and Distributor shall provide and maintain a secure environment that ensures confidentiality of all State records and information wherever located. No State information of any kind shall be distributed or sold to any third party or used by Vendor, Distributor, or its agents in any way, except as authorized by this Price Agreement and as approved by the State. State information shall not be retained in any files or otherwise by Vendor, Distributor, or its agents, except as set forth in this Price Agreement and approved by the State. Disclosure of State records or information may be cause for legal action against Vendor, Distributor, or its agents. Defense of any such action shall be the sole responsibility of Vendor.

17. Litigation Reporting

Vendor or Distributor, within ten (10) days after being served with a summons, complaint, or other pleading in a case which involves Services or Goods provided or Vendor's or Distributor's performance under this Price Agreement, which has been filed in any court or administrative agency, shall deliver copies of such

document to the State's Principal Representative or, in absence of such designation, to the chief executive officer of the department executing this Price Agreement on behalf of the State.

18. Safety Notifications

- 18.1 Vendor shall notify the State's Principal Representative, and all Purchasing Entities that have ordered against this Price Agreement, of recall notices, warranty replacements, safety notices, or any other applicable notice regarding the body armor being sold under this Agreement. Such notice shall be given in writing within thirty (30) calendar days of the date the Vendor becomes aware of, or issues, such notices.
- 18.2 Vendor shall notify the State's Principal Representative by phone IMMEDIATELY of any recall, safety notice, warranty replacements, or issues regarding the safety of officers. Such phone notification shall be followed by written notification from Vendor to the State within ten (10) calendar days of the date the Vendor becomes aware of, or issues, such notices. Failure to notify the State of such notices as required herein may result in the immediate cancellation of the award, at the option of the State.

19. Conflict of Interest.

- 19.1 During the term of this Price Agreement, Vendor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Vendor's obligations under this Price Agreement.
- 19.2 Additionally, Vendor acknowledges that in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, Vendor shall refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with the full performance of Vendor's obligations to the State in accordance with the terms and conditions of this Price Agreement, without the prior written approval of the State.
- 19.3. In the event that Vendor is uncertain whether the appearance of a conflict of interest may reasonably exist, Vendor shall submit to the State a full disclosure statement setting forth the relevant details for the State's consideration and direction. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be grounds for termination of the Price Agreement.
- 19.4. Vendor, its Distributors, and any subcontractors permitted under the terms of this Price Agreement, shall maintain a written code of standards governing the performance of their respective employees engaged in the award and administration of contracts. No employee, officer or agent of Vendor, its Distributors, or any permitted subcontractor shall participate in the selection, or in the award or administration of a Price Agreement or subcontract supported by Federal, State, or local funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
- (a) an employee, officer or agent;
 - (b) any member of the employee's immediate family;
 - (c) an employee's partner; or
 - (d) an organization, which employs, or is about to employ, any of the above,
- has a financial or other interest in the firm selected for award. Vendor's or any Distributor's or subcontractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Vendor, potential contractors, or parties to sub-agreements.

REPRESENTATIONS AND WARRANTIES

20. Warranties.

- 20.1 Panel Warranty: The bullet- or stab-resistant protective panel portion of the body armor sold under this Price Agreement shall be warranted by the Vendor for a minimum of five (5) years, from the date of delivery to the Purchasing Entity, to meet the Threat Level of protection at which it was found by the National Institute of Justice (NIJ) to comply with the NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor and/or the NIJ Standard-0115.00, Stab Resistance of Personal Body Armor (whichever is applicable). This warranty assumes the product has not been subject to misuse, abuse, unauthorized repair or alteration, or damage. The bullet- or stab-resistant protective panels sold under this Price Agreement shall be warranted by the Vendor to be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the Purchasing Entity. Any product that fails to meet this warranty shall be replaced by the Vendor, at no cost to the Purchasing Entity.
- 20.2 Carrier Warranty: The carrier portion of the body armor sold under this Price Agreement shall be warranted by the Vendor for a minimum of (1) year, from the date of delivery to the Purchasing Entity, to be free from defects in materials and workmanship. This warranty assumes the product has not been subject to misuse, abuse, unauthorized repair or alteration, or damage. Any product that fails to meet this warranty shall be replaced by the Vendor, at no cost to the Purchasing Entity.
- 20.3 General: All Goods furnished under this Price Agreement shall be new and in good working order, free from defects in materials or workmanship, installed properly and in accordance with manufacturers' recommendations or other industry standards and will function in a failure-free manner. Vendor shall repair or replace, at its option, any Goods that fail to satisfy this warranty.

21. Licenses, Permits, and Responsibilities

Vendor certifies that, at the time of entering into this Price Agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the Services and/or deliver the Goods covered by this Price Agreement. Vendor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Price Agreement, without reimbursement by the State or other adjustment in Price Agreement price. Additionally, all employees of Vendor performing services under this Price Agreement shall hold the required licenses or certification, if any, to perform their responsibilities. Vendor, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Vendor to properly perform this Price Agreement, shall be deemed to be a default by Vendor and grounds for termination of this Price Agreement by the State.

22. Tax Exempt Status

Vendor acknowledges that the State of Colorado is not liable for any sales, use, excise, property or other taxes imposed by any Federal, State or local government tax authority. The State also is not liable for any Vendor franchise or income related tax. No taxes of any kind shall be charged to the State.

23. Legal Authority

Vendor warrants that it possesses the legal authority to enter into this Price Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Price Agreement and to bind Vendor to its terms. Vendor agrees it shall submit voluntarily to the personal jurisdiction of the Federal and State courts in the State of Colorado and venue in the City and County of Denver, Colorado, and to the personal jurisdiction of the courts in the Participating States. The person(s) executing this Price Agreement on behalf of Vendor warrant(s) that such person(s) have full authorization to execute this Price Agreement.

24. Compliance with Applicable Law

Vendor and its Distributors shall at all times during the execution of this Price Agreement strictly adhere to, and comply with, all applicable Federal and Colorado State laws, and laws of Participating States, and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this Price Agreement. Vendor also shall require compliance with such laws and regulations by subcontractors under any subcontracts permitted under this Price Agreement.

REMEDIES

25. Remedies

In addition to any other remedies provided for in this Price Agreement, and without limiting the remedies otherwise available at law or in equity, the State may exercise the following remedial actions if Vendor substantially fails to satisfy or perform the duties and obligations in this Price Agreement. "Substantial failure" to satisfy duties and obligations shall be defined to mean material, insufficient, incorrect or improper performance, activities, or inaction by Vendor. These remedial actions are as follows:

- (a) Suspend Vendor's performance pending necessary corrective action as specified by the State, without Vendor's entitlement to adjustment in price/cost or schedule. Furthermore, at the State's option, a directive to suspend may include suspension of this entire Price Agreement or any particular part of this Price Agreement that the State determines in good faith would not be beneficial or in the State's best interests due to Vendor's substantial non-performance. Accordingly, the State shall not be liable to Vendor for costs incurred after the State has duly notified Vendor of the suspension of performance under this provision, and Vendor shall promptly cease performance and incurring costs in accordance with the State's directive;
- (b) Withhold payment to Vendor until the necessary Services or Goods or corrections in performance, development or manufacture are satisfactorily completed;
- (c) Request the removal from work on this Price Agreement of employees or agents of Vendor identified by the State, in its reasonable judgment, as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this Price Agreement the State deems to be contrary to the public interest or not in the best interests of the State;
- (d) Deny payment for those Services or obligations which have not been performed and/or Goods which have not been provided and which, due to circumstances caused by Vendor, cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
- (e) Terminate this Price Agreement for default.

The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously. These remedies shall in no way limit the remedies available to the State in other provisions of this Price Agreement or remedies otherwise available in equity or at law, including the Uniform Commercial Code ("UCC"), all of which may be exercised by the State, at its option, in lieu of or in conjunction with the preceding measures. Furthermore, the reduction, delay or denial of payment under this provision shall not constitute a breach of contract or default by the State.

26. Termination for Convenience

- 26.1 Either Party may terminate this Price Agreement in whole or in part upon sixty (60) days prior written notice. The Vendor remains responsible for providing the reports required in this Price Agreement. Further, any Participating State may terminate its participation upon 30 days written notice. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Upon receipt of written notice, Vendor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, Vendor shall stop work to the extent specified. Vendor also shall

Agreement Number:

68008YYY10P/WSCA

Agreement Status:

Current

State of Colorado Price Agreement



Category:

Body Armor

Commodity Description:

Body Armor, Law Enforcement, Bullet-/Stab-Resistant, Concealable/Tactical

Period Covered:

06/26/2008 - 05/31/2009

Option to Renew for 2 More Year(s)

Commodity Code: 68008

Contract Status: **Not applicable**

1343 Certification Date:

Amendment Number: Amendment Effective on:

Reason For Amendment:

Amendment History:

Department of Personnel and Administration**State Purchasing Office**

633 17th Street, Suite 1520

Denver, CO 80202-3609

Please direct purchasing agent
inquiries on this award to:**Christine Oberman** at (303) 866-6146 or
christine.oberman@state.co.us

Ordering Information

Contact: **U.S. Armor Corp is the manufacturer. All orders are placed through Distributors. See Distributor list attached below.**

Company: **U.S. Armor Corporation**

Order Number: **See Distributor list attached below.**

Does Business

As:

Toll Free Number: **See Distributor list attached below.**

Address: **16433 Valley View Avenue**

Fax: **See Distributor list attached below.**

City, State, Zip: **Cerritos, CA 90703-2441**

Contact Email: **See Distributor list attached below.**

Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **Established per Purchase Order**

Minimum Order: **None**

This Agreement Results from Solicitation Number: CN-BODYARMOR-SM-01-08

Conditions of Agreement:

This Price Agreement is issued by the State of Colorado to the Vendor (manufacturer) named above for the purchase of new bullet-resistant and stab-resistant body armor on an as-needed basis by State of Colorado agencies, Institutions of Higher Education, and Political Subdivisions. This Price Agreement is a cooperative procurement conducted by Colorado, as the Lead State, on behalf of the Western States Contracting Alliance (WSCA). Purchasing Entities within states other than Colorado that have executed Participating Addenda, may order against this Price Agreement. See the attached Master Price Agreement's primary document for definitions of the terms "Lead State," "Purchasing Entity," and "Participating Addendum".

Terms, Conditions, Specifications, and Requirements

Price Agreements have been issued to body armor manufacturers (Vendors). Each manufacturer has designated distributor(s) by state. Purchasing Entities order directly from the distributor(s), and make payment to the distributor(s). Distributor(s) will provide measuring/fitting services for the Purchasing Entities.

See Exhibit B, immediately below, for detailed description of services being provided, generic product specifications, and other requirements of this Agreement.

- Requirements for ordering, services, and generic product specifications are contained within the following Exhibit B of the Master Price Agreement:



Body Armor Price Agreement, Exhibit B, Specs & Requirements, U.S. Armor, 6-9-08.pdf

- Master Price Agreement, U.S. Armor:



Body Armor Price Agmt, Primary Doc, SIGNED, U.S. Armor, 6-27-08.pdf

Distributors

This Vendor (manufacturer) has designated the distributors on the attached list (Exhibit E of the Master Price Agreement) to service this Agreement. Purchasing Entities order directly from the distributor(s) and make payment to the distributor(s). Distributor(s) will provide measuring/fitting services for the Purchasing Entities. Greater detail regarding the services to be provided by distributors is listed in Exhibit B, attached above.



Body Armor Distributors ALL 09-18-08.xls

Insurance Certificate:



U.S. Armor Corporation COI.pdf

Agreement Prices:

Exhibit A of the Master Price Agreement, containing the products and prices for U.S. Armor:



Body Armor Price Agreement, Exh A, Price List, U.S. Armor, 6-9-08.pdf

Discounts for quantity purchases, where available, are listed on Exhibit A, Price List. Individual Purchasing Entities may negotiate special pricing or additional discounts for higher volumes.

WSCA participating states:

Instructions to process a WSCA Participating Addendum for all WSCA Body Armor price agreements are found in the file attached:



Instructions to process a WSCA Participating Addendum for WSCA Body Armor price agreements.pdf

Use this Sample Participating Addendum and WSCA Standard Contract Terms and Conditions to finalize the cooperative agreement between your state and the manufacturer.



Body Armor Price Agreement, Exhibit F, Sample Participating Addendum, 6-6-08.doc



Body Armor Price Agreement, Exhibit C, WSCA Ts & Cs, 6-6-08.doc

**Western States Contracting Alliance
Standard Contract Terms and Conditions**

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Obligations under this Agreement are limited to those Participating States who have signed (and not revoked) an Intent to Participate or who have executed a Participating Addendum where contemplated by the Solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the award(s) will be Permissive.

QUANTITY PURCHASED: WSCA does not guarantee to purchase any amount under the Price Agreement.

SPECIFICATIONS: It is considered that products offered by the Vendor under this Price Agreement are in strict compliance with the Solicitation specifications and the specifications contained in this Price Agreement.

CASH DISCOUNT TERMS: If Vendor offers a cash discount based upon early payment of invoice, the date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the Vendor shall add the sales taxes on the billing invoice as a separate entry.

PATENTS, COPYRIGHTS, ETC.: The Vendor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Vendor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Price Agreement.

CANCELLATION: Unless otherwise stated in the special terms and conditions of the Solicitation or in the State's terms and conditions, this Agreement may be canceled by either Party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Agreement due to Vendor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Vendor in default of the Price Agreement: 1. Nonperformance of Price Agreement requirements; 2. A material breach of any term or condition of this Price Agreement WSCA shall issue a written notice of default providing a period in which Vendor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Vendor's liability for liquidated or other damages. If the default remains, after Vendor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Price Agreement and any related Price Agreements or portions thereof; 3. Impose liquidated damages; 4. Suspend Vendor from receiving future bid solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which are attached; the Order of Precedence section in the Price Agreement shall determine precedence.

REPORTS: The Vendor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The Vendor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Vendor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the Agreement. The construction and effect of any Participating Addendum or order against the Price Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Price Agreement(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Vendor. Responsibility and liability for loss or damage shall remain the Vendor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Vendor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: As used herein "Buyer" refers to any WSCA state agency or political subdivision. The Vendor acknowledges that the Uniform Commercial Code applies to this Price Agreement. In general, the Vendor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the Vendor's skill or judgment to consider.

AMENDMENTS: The terms of this Price Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: The Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Price Agreement, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The Vendor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits

discrimination on the basis of disabilities. The Vendor further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. The Vendor agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This Price Agreement may be canceled if the Vendor fails to comply with the provisions of these laws and regulations. The Vendor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this Price Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Price Agreement did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this Price Agreement shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid specifications, the Buyer may reject the goods and require Vendor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Vendor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or Political Subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this Price Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this Price Agreement after determining such delay or default will reasonably prevent successful performance of the Price Agreement.

HAZARDOUS CHEMICAL INFORMATION: The Vendor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Bid prices must remain firm for the full term of the Price Agreement.

CONFLICT OF INTEREST: The Vendor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this Price Agreement.

INDEPENDENT CONTRACTOR: The Vendor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this Price Agreement by Political Subdivisions (i.e., colleges, school districts, counties, cities, etc.,) of the WSCA participating states shall be voluntarily determined by the Political Subdivision. The Vendor agrees to supply the Political Subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Price Agreement) by any governmental department or agency. If the Vendor cannot certify this statement, attach a written explanation for review by WSCA.

EXHIBIT C

RECORDS ADMINISTRATION: The Vendor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Vendor for costs authorized by this Price Agreement. These records will be retained by the Vendor for at least four years after the Price Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The Vendor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this Price Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

EXHIBIT B

BODY ARMOR SPECIFICATIONS & REQUIREMENTS

State of Colorado Price Agreement Number 68008YYY10P/WSCA U.S. Armor Corporation

These specifications and requirements are incorporated into the Western States Contracting Alliance (WSCA) Master Price Agreement (“Agreement”), issued by the State of Colorado to the Vendor named in the attached Agreement for the purchase of new bullet-resistant and stab-resistant body armor on an as-needed basis by State of Colorado agencies, Institutions of Higher Education, and Political Subdivisions, and by other Purchasing Entities, as defined in the Agreement.

All Bullet-Resistant Body Armor shall have been tested by the National Institute of Justice (NIJ) National Law Enforcement and Corrections Technology Center (NLECTC) and found to comply with the NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor. The Ballistic Body Armor shall appear on the list of compliant armor that is published by NIJ, titled “Models that Comply with the NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor”, at the same Threat Level the Vendor (manufacturer) represents it.

All Stab-Resistant Body Armor shall have been tested by the National Institute of Justice (NIJ) National Law Enforcement and Corrections Technology Center (NLECTC) and found to comply with the NIJ Standard-0115.00, Stab Resistance of Personal Body Armor. The Stab-Resistant Body Armor shall appear on the list of compliant armor that is published by NIJ, titled “Models that Comply with the NIJ Standard-0115.00, Stab Resistance of Personal Body Armor”, at the same Threat Level the Vendor (manufacturer) represents it.

Any body armor that is subsequently removed, during the term of this Price Agreement, from the NIJ lists of compliant armor referenced above shall be immediately removed from this Price Agreement. Vendor and its Distributors shall not sell or deliver any body armor that has been removed from the NIJ compliant lists referenced above.

QUALITY AND QUALITY CONTROL

Each unit of armor (vest) shall be new, not used, and shall be constructed identically to the original model tested and certified by NLECTC to comply with the NIJ standards referenced above. All materials shall be the same as reported to the NIJ in the “lists of materials of construction of each component of model”. Workmanship shall be of first quality. No defect that might affect the performance, wearability, or durability of the vest will be accepted.

The Vendor, which is also the manufacturer of the body armor, shall be certified in compliance with the ISO 9001:2000 quality standard by a quality registrar that is a member of the IAF Multilateral Recognition Arrangement or such certification shall be pending or in-process. In the

latter case, the Vendor shall submit the certification to the State upon receipt. The scope of the certification must include the Design and Manufacturing of technologically advanced personal safety equipment including concealable and tactical bullet resistant body armor, custom body armor, composite armor, explosive ordinance protection, ballistic face and head protection, ballistic shields, other police and military apparel, and narcotic identification systems.

DESIGN SPECIFICATIONS

The body armor purchased under this Price Agreement is intended to save and protect lives, ensuring the safety and well-being of law enforcement personnel. The armor shall provide the maximum practical protective coverage for male and female law enforcement personnel for everyday wear.

Armor shall provide full torso coverage – front, back, and sides. Front panel shall overlap the back panel by at least 1 inch, to prevent a round from “skipping” between the two panels.

All closure, fastening, or accessory attachment devices shall be made of materials, such as metal, that do not present a “secondary projectile” or “ricochet” hazard if struck by a bullet. All such devices shall be of a color similar to the carrier.

Carriers shall have coloring that is permanent and does not “bleed” onto other garments.

Each body armor unit will include two carriers.

The trauma plate pocket shall be permanently secured to the carrier on both sides and on the bottom.

Body armor shall not contain PBO or Zylon[®] fiber.

LABELING

Body armor shall be labeled in strict accordance with all requirements of the current National Institute of Justice (NIJ) Standards for bullet-resistant or stab-resistant body armor, as applicable.

Label shall clearly identify the exact manufacturer, model and, if appropriate, style specified in the Price Agreement. The manufacturer may, at its option, include in addition a catalog number for Distributor convenience, provided that such number is properly identified and totally separate from the required model/style designation line.

The term “Strike Face” shall be prominently printed on the ballistic panels to assist officers for replacement of the panels into their carriers. The labels shall clearly state “Property of the Issuing Agency” in the same typeface as the entire label requirements.

Label material shall withstand normal wear and cleaning and remain readable throughout the entire warranted life of the armor or carrier.

MEASUREMENTS AND FITTING

Body armor is to be professionally custom fitted to the individual wearer by the awarded manufacturer (the Vendor), their representatives, or their Distributors. Personnel certified by the Vendor and verified by authorized body armor instructors shall conduct professional fitting. Law enforcement personnel shall be fitted standing and sitting while wearing their duty uniform and equipment belt. Each individual officer fitting shall be taken using a measuring tape.

A body armor sample may be used as to assist the fitting, however not for final fitting measurements. All sizing and fittings shall be done at no expense to the State. Body armor improperly fitted to an individual wearer shall be replaced or adjusted within thirty-days (30) by the Vendor or their Distributor at no expense to the State.

Any product that has been altered two (2) times and still does not fit properly shall be replaced by the Vendor or their Distributor at their expense.

Measurements and fitting will occur at the Purchasing Entity's site. Measurement and fitting may also occur, by mutual agreement between the Purchasing Entity and the Vendor or Distributor, at any alternate site such as at the Distributor's location.

All measurements must be made according to industry standards and must take into account all clearances of panels and duty belts. Sizes are to be per industry standards and female standards shall also include bust size. Ordering agency personnel shall specify the minimum requirements of clearances or reference published standards. Front panel shall overlap the back panel by at least 1 inch, to prevent a round from "skipping" between the two panels.

Armor shall be designed and fit to provide adjustment for the chest, waist, and shoulders with the minimum relief under arms, neck, and shoulder necessary to prevent chafing of the wearer.

INSTRUCTION

The Vendor and its designated Distributors shall provide instruction or presentations to requesting law enforcement agencies regarding the care, usage, and limitations of bullet- and stab-resistant armor. A short briefing to academy classes regarding proper fit, care, and maintenance during fitting and measurement visits is required.

SAMPLES

The Vendor or its Distributors shall provide samples of products to Purchasing Entities at the request of the Purchasing Entity.

DISTRIBUTORS

The Vendor shall name at least one Distributor for each Participating State under this Agreement. The list of Distributors to be used by the Participating States is attached to the Price Agreement as **Exhibit E**, Distributors by State.

The Vendor may not change Distributors without giving a minimum of sixty (60) days' notice to the affected Participating State(s) and to the State of Colorado's contact person listed herein. The Vendor and the new Distributor shall execute a Manufacturer/Distributor Assignment for Company form (Exhibit G) prior to the Distributor performing under this Price Agreement.

Distributors will be the Purchasing Entities' local point of contact regarding measurement, fitting, and ordering (including placing orders, fulfilling orders, and coordinating returns).

ORDERING

Purchasing Entities will place orders under this Price Agreement with Distributors, using whichever purchase and payment vehicles the Entity is authorized to use. The Vendor and its Distributors shall accept a procurement card, or any similar payment vehicle used by Purchasing Entities, as an accepted method of purchase and payment against this Price Agreement.

PRICING

Pricing, shown on **Exhibit A**, Price List, shall remain firm for the first 12 months (Initial Term) of the Price Agreement and no change in the Manufacturers Price List will be accepted during that time. Thereafter, only one increase will be allowed in any 12-month period (during the option years). Any such price increase request shall be made in writing 30 days prior to the anticipated increase. Increases shall become effective upon approval by the State. Documentation that demonstrates the cause of any increase shall be supplied with the manufacturer's request and will verify that the requested price increase is general in scope and not applicable just to this multi-state Price Agreement. Orders placed prior to the effective date of any price adjustment will be honored at the old Price Agreement price.

Prices shown on **Exhibit A** are inclusive of all costs including shipping, measuring, fitting, instruction, and fulfillment of all other requirements of this Price Agreement. The price of each body armor unit includes two carriers.

Discounts for quantity purchases, where available, are listed on **Exhibit A**, Price List. Individual Purchasing Entities may still negotiate special pricing or additional discounts with higher volumes.

Price reductions offered to any Colorado state agency or political subdivision, attributable to other than volume discounts or “spot” promotional discounts, will be made available to the State and all other Colorado political subdivisions via this Price Agreement. Participating States may include this provision in their Participating Addenda at their option.

No specific volume of purchases against this Agreement is guaranteed by the State or by any other Purchasing Entity.

DELIVERY

All deliveries shall be F.O.B. Destination, with all transportation and handling charges paid by the Vendor. Responsibility and liability for loss or damage shall remain with the Vendor until final inspection and acceptance, at which point responsibility shall pass to the Purchasing Entity except as to latent defects, fraud, and Vendor’s warranty obligations.

Vendor and/or Distributor shall comply with delivery policies and instructions issued by the Purchasing Entity. Any changes or clarifications must be negotiated with and agreed to by the Purchasing Entity.

Vendor and/or its Distributor shall disclose the expected date of delivery to the ordering Purchasing Entity at time an order is placed. Upon failure of the Vendor to meet the expected delivery date for an order, the Purchasing Entity may utilize any policies or procedures it chooses in seeking to remedy the failure to deliver on time, in addition to any remedies available to it at law or regulation. Repeated failures by the Vendor and/or its Distributor to meet expected delivery dates in performance of this Price Agreement may result in termination of the Agreement by the State for cause, as provided in this Agreement.

Vendor or its Distributor is required to notify the ordering agency as soon as they become aware of any problems / delays regarding the delivery of body armor.

RECYCLING / DISPOSAL

The Vendor shall establish a recycling / disposal program for used body armor. The Vendor shall provide information about that program to the State and to all Purchasing Entities that participate in this Price Agreement.